



27-Aug-2026

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Tender Details

Basic Details

Organisation Chain	Bharat Heavy Electricals Limited PEM - Noida Core Material Management Common PG		
Tender Reference Number	77/26/6134/AMI		
Tender ID	2026_BHEL_64393_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form Of Contract	Turn-key
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	DD
	2	BG
	3	BC

Covers Information, No. Of Covers - 2

Cover No	Cover Type	Description	Document Type
1	Techno-Commercial Bid	Offer forwarding/ covering letter along with documents as per NIT	.pdf
		Documents required for meeting Technical and Financial PQRs	.pdf
		Un-price bid and No Deviation Sheetas per Annexure-II ofGCC-BOP Rev 00	.pdf
2	Price Bid	Price bid	.xls

Tender Fee Details, [Total Fee in ₹ - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	6,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	BHEL PEM NOIDA	EMD Payable At	NOIDA

Work Item Details					
Title	Compressed Air System for 1X800 MW NTPC Darlipali-II STPP - EPC				
Work Description	Compressed Air System for 1X800 MW NTPC Darlipali-II STPP - EPC as per tender documents.				
NDA/Pre Qualification	as per tender documents.				
Independent External Monitor/Remarks	as per tender documents.				
Tender Value in ₹	NA	Product Category	Miscellaneous Goods	Sub category	COMPRESSED AIR SYSTEM
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	800
Location	Darlipali, Sundargarh, Odisha	Pincode	770025	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Online
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Published Date	27-Aug-2026 05:00 PM	Bid Opening Date	07-Sep-2026 04:00 PM
Document Download / Sale Start Date	27-Aug-2026 05:00 PM	Document Download / Sale End Date	07-Sep-2026 12:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	27-Aug-2026 05:00 PM	Bid Submission End Date	07-Sep-2026 12:00 PM

Tenders Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf 	Technical Specification	38310.32
2	Tendernotice_2.pdf 	Forms and Format- BOP tenders	16098.35
3	Tendernotice_3.pdf 	Technical PQR	1475.48
4	Tendernotice_4.pdf 	Project SCC	2772.65
5	Tendernotice_5.pdf 	NIT	1432.09
6	Tendernotice_6.pdf 	Financial PQR	500.08

 Download as zip file

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Additional Documents	PriceFormat.xls 	Price bid	140.00

Tender Inviting Authority	
Name	Amit Kumar
Address	BHEL PEM NOIDA

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Bharat Heavy Electricals Limited
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NOTICE INVITING TENDER (NIT)

Enquiry No-77/26/6134/AMI

Date 27-Aug-26

BHEL invites offers from reputed bidders as per following terms and conditions -

1. Mode of Enquiry	E - PROCUREMENT		
2. Tender Type	Open Tender (Domestic-Indian)		
3. Project	1X800MW Darlipali STPP		
4. End Customer	NTPC		
5. Executing Agency	BHEL-PSSR		
6. Package	COMPRESSED AIR SYSTEM		
7. Nature of Package (Divisible/Non-Divisible)	Non-Divisible		
8. Due Date & Time for Offer Submission	07.09.2026	12:00 IST	
9. Opening of Part I bid	07.09.2026	16:00 IST	
10. Earnest Money Deposit (EMD)	Applicable	EMD Amount	Rs 6 Lakh
	(Refer S. No. 32 of NIT)		
11. Tender Cost	Nil		
12. Customer Approval Required	Yes		
13. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 60% and above)		
14. Technical Scope	As per Technical specification No: PE-TS-540-555-A001 Rev 00		
15. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)		
16. CIF Content	Not Available	CIF Value: Not Applicable	
17. HSE Guideline	YES	Enclosed with SCC	
18. Last Date for Seeking Clarification	02.09.2026 Bidders may seek clarifications to the prescribed clauses and / or different part of the Tender Specifications. Such a request for clarifications, if any, should reach the Purchaser on or before the due date mentioned above. In case of non-receipt of any clarifications within the date specified above, it will be presumed that there are no queries/ clarifications and BHEL will be under no obligation to reply to queries/clarifications raised after the date.		
19. Schedule of Pre-Bid Discussion	Not applicable		
20. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES	
21. Delivery terms for Supply	FOR Despatch Station		
22. Delivery Schedule:	The delivery schedule for this package is as below		
(A) Design & Engineering	Drawing/ documents submission and re-submission shall be as per Technical Specification.		
(B) Main Supply	22 months from date of LOA.		
(C) E&C	26 months from date of LOA.		
(D) AMC Services	Personnel for AMC Services shall be deputed within 10 days of intimation.		
23. PVC (Price Variation Clause) shall be applicable as per enclosed PVC Annexure to NIT			
24. Variation of Contract Value: +/-10% (Refer Annexure-XIII of GCC BOP Rev-00)			
25. Integrity Pact Applicability	YES		
26. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.			
a) Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in)			



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- b) Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in)
c) Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)
Further refer annexure 2 of Integrity pact in enclosed forms & formats.

27. Tender Evaluation - Mode of Evaluation of price shall be price bid. Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

28. Payment terms

(A) Design & Engineering	As per clause no. 9.4 of GCTC of GCC BOP. However, for the payment purpose bidder to note that 50% of price as per S. no. 2.3 shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in Documentation requirement under tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis. Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply.
(B) Main Supply	As per clause no. 9.2.1 of GCTC of GCC BOP.
(C) E&C	As per clause no. 9.3 of GCTC of GCC BOP.
(D) AMC Services	As per clause no. 9.4 of GCTC of GCC BOP.

29. Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01 shall be read as-

"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5:

- a. 90 days for non MSME
- b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

Important Note for MSME Bidders-

In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, Mlxchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of



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its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.

30. **Minimum E&C charges:** Clause no. 3.1 of ITB of GCC BOP Rev 00 to be read as:

Total Erection & Commissioning charges (excluding GST) should be minimum 10% of the total quoted price of main equipment supply (including freight & excluding GST) and erection & commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering. However, while doing adjustments, vendor quoted prices for mandatory spares, PG test charges, O&M spares, O&M charges, etc. will not be changed.

31. Performance Security (PS)	PS applicability	Clause no. 11 (excluding notes) of GCTC of GCC-BOP regarding CPBG is not applicable. Successful bidder is required to submit Performance Security to respective executing agencies as below within 14 days from the date of LOA.
	I	Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
		OR
	II	5% of the contract value (total Ex-works price excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.
	Validity of PS	As per GCC BOP Rev-00. Validity mentioned in clause 11.3 of GCC BOP shall be applicable for all allowed instruments of performance security.
	Modes of deposit	Performance security may be furnished in the following forms: a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). e) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)



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		Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
	Remarks for PS	a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. c) BG should be in favour of BHEL-PSSR in place of PEM as per GCC -BOP The Performance Security shall not carry any interest.
32. Earnest Money Deposit (EMD)	EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). Modes of deposit The EMD may be accepted only in the following forms: i) Electronic Fund Transfer credited in BHEL account (before tender opening) BHEL-PEM account details are as follows: Bank name : State Bank of India Account No : 39922687394 IFSC : SBIN0017313 BRANCH : CAG II NEW DELHI ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer). iii) Fixed Deposit Receipt (FDR) iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT) v) Insurance Surety Bonds. Bidders to note that original EMD (in form of Banker's cheque/ Pay-order/ Demand draft/FDR/BG/Insurance Surety Bonds) is to be submitted within 5 days from Part I bid opening date. Validity period of EMD The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. EMD shall not carry any interest Forfeiture of EMD I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails	



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	to furnish the required performance security within the specified period mentioned in the Tender. II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines. Return of EMD I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation. II. Bid security shall be refunded to the successful bidder after receipt of performance security.
33. Breach of contract, Remedies and Termination	Clause no. 27.0 of GCTC of GCC-BOP is not applicable. In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments: (i) encashment of security instruments like EMD, Performance Security with executing agency (PS-Regions/PEM as applicable) against the said contract (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable) (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL (iv) if recovery is not possible then legal remedies shall be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract.
34. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.	Bidders to agree with all the clauses of GCC BOP along with its Corrigendum-01 except clause no-27.0 of GCTC of GCC-BOP (available on www.pem.bhel.com) & SCC of the project.
35. Bidders who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.	<i>Note: This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety,</i>



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health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.

36. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.

37. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

38. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

39. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

40. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

41. **Insurance Deductibles/Excess:** Insurance of the package shall be in BHEL scope. however, suppliers to take note of the following deductibles/ excess while submitting their offer

For Marine Cover: 0.25% of consignment value subject to minimum of Rs 20,000/-.

For Storage /Erection and Testing Cover:

a. Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.

b. Testing Excess: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

Act of God Perils: 10% of the claim amount subject to minimum of testing period excess.

Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess

Extended Maintenance Cover/ Defect Liability Cover: As applicable for testing period excess.

Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of Act of GOD perils. The excess applicable to AOG claims shall apply.

The above-mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price.

42. **Construction water and power** shall be as per clause no 13 of project SCC.

43. Bidders are requested to refer clause no 26.0 of GCC BOP Rev 00. Make in India. For this procurement, the local content to categorise a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

This package is not divisible in nature. The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-1 Local Suppliers** (meeting minimum 60% local content requirement) shall be considered.

Bidders are required to provide the following along with the part-1 bid:



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i. Provide a certificate (in line with attached draft) giving the percentage of local content. ii. Provide the details of the location(s) at which the local value addition shall be made.
44. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications. All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.
45. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
46. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.
47. All bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
48. Conflict of interest: All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.
49. Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company: <i>Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</i> • <i>First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.</i> • <i>Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.</i>
50. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation
51. At Sl.no. 17 of ITB of GCC Rev.07, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"
52. Conciliation & Arbitration shall be as per Annexure-I to NIT.
53. Bidder to submit Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings along with the offer as per enclosed format.
54. GST shall be payable extra at actual.
55. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.



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56. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ covering letter
- Local Content Certificate in line with Make in India circular.
- Land Border Certificate.
- Mandatory declaration by MSE bidders
- Mandatory declaration by bidders regarding conflict of interest
- Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- Integrity Pact
- Credentials as per format.
- Documents required for meeting Technical & Financial PQRs

Un-price bid, Annexure-II of GCC-BOP Rev 00 (Cost of Withdrawal of Deviation) and Price bid in e-procurement portal.

57. It shall be the responsibility of the bidder to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Amit Kumar / Sr. Manager– BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: amitkum@bhel.in
Ph. No. 9910906336

Upendra Chaudhary / DGM, BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: upendrachaudhary@bhel.in
Ph. No. 8800355885; 0120-6748119

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

Amit Kumar

Sr. Manager/ BOP/ PEM Noida

Enclosures: -

1. SCC of the Project
2. Technical PQR
3. Financial PQR
4. Technical Specifications
5. Price format
6. Annexure-I for Conciliation & Arbitration
7. Annexure II: PVC annexure to NIT
8. Standard forms & formats for BOP tenders

Annexure- I to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- I to NIT

- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

PRICE ADJUSTMENT FORMULA FOR SUPPLY PORTION FOR COMPRESSED AIR SYSTEM

(1) The price adjustment formula is defined for price components related to Main Supply package.

(2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1bco / A0bco + Lb \times L1 / L0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A1bco & A0bco are as per "ALL COMMODITIES" as published in RBI Bulletin, Sl. No. 1 respectively, Base: 2022-23 = 100

(iv) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the varied price which shall be the month before the month in which dispatch is made.

The latest available indices are to be extrapolated to the above defined month w.r.t the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.
- 2) The price adjustment shall be limited to (+) 20% of Ex-Works Supply Price including commissioning spares. However, there shall be no limit on negative price adjustment.

PRICE ADJUSTMENT FOR SERVICE PART (E&C) FOR COMPRESSED AIR SYSTEM

- (i) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.
- (ii) The amount of price adjustment shall be computed as under:

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 \times \{F + L_b \times L1 / L0\}$$

Where

ER = Adjustment in E&C Prices (without taxes & duties).

ER1 = Adjusted Amount of E&C Prices (without taxes & duties).

ER0 = E&C Prices (without taxes & duties) as per LOA.

(i) 'F' shall be fixed component and shall be considered as 0.15.

(ii) 'L_b' shall be co-efficient for labour component in the Ex-Works Component of the E&C price which shall be considered as 0.85

(iii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(iv) For the indices

Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the varied price which shall be the month before the month in which E&C is carried out.

The latest available indices are to be extrapolated to the above defined month w.r.t the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of Erection and Commissioning. Contractual Erection and Commissioning completion date would mean the Completion date mentioned in the order including amendments in work completion date (if any). PVC will not be applicable for the period beyond the contractual work completion date where delay is attributable for supplier.
- 2) The price adjustment shall be limited to (+) 20% of E & C Prices (without taxes & duties). However, there shall be no limit on negative price adjustment.